

## TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions.
2. Any entry which does not comply with these Terms and Conditions is invalid.
3. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Entry is only open to Australian residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
6. Entries into the promotion open on 4/12/24 and close at 4:59pm AEST on 6/12/2024 ("**Promotional Period**").
7. To enter, individuals must complete the following steps during the Promotional Period:
  - Purchase \$100 ex GST on any Clipsal/Schneider Electric products during the promotional period at AWM Traralgon
  - Must be a valid account holder trading within payment terms of AWM Traralgon
8. Earn ONE (1) entry into the draw for every \$100 +GST invoiced at AWM Traralgon. Maximum of FIVE (5) entries per week. Maximum of TWENTY-FIVE (25) entries total over the qualifying period of the promotion
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at AWM Traralgon Unit 6/6-16 Rocla Rd, Traralgon East VIC 3844 and live on our Instagram page on the following dates: week 1 draw **Friday 8<sup>th</sup> November 2024**, week 2 draw **Friday 15<sup>th</sup> November 2024**, week 3 draw **Friday 22<sup>nd</sup> 2024**, week 4 draw **Friday 29<sup>th</sup> November 2024** week 5 draw **Friday 6<sup>th</sup> December 2024** and major prize draw **Monday 9<sup>th</sup> December 2024**. **By the Promoter, 5:00PM AEDT for each draw**. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

13. The winner will be notified by telephone and in writing within two (2) business days.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn each week will win a \$100 Prezzy voucher, the first valid entry for the major draw draw will win a \$500 Prezzy voucher.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
17. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value of the promotion is \$1000
19. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. The Promoter makes no representation or warranty about the fitness for purpose or merchantable quality of the Prize.
21. A draw for the prize, if unclaimed, may take place on 13/01/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing within two (2) business days of the draw and if the winner is an ACT resident, their name will be published online at [www.mm.com.au](http://www.mm.com.au) from 21/11/24.
22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [<https://www.mmem.com.au/privacy-policy>]
26. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by laws
27. The Promoter is AWM Traralgon (ABN13003762641) of Unit 6/6-16 Rocla Rd, Traralgon East VIC 3844, telephone (03) 5176 4474 ("Promoter").